

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant FENTON COMMUNICATIONS		2. Registration No. 5945						
3. Name of Foreign Principal EMBASSY OF THE REPUBLIC OF ECUADOR	4. Principal Address of Foreign Principal 2535 15TH STREET, NW WASHINGTON DC 20009							
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table border="0"><tr><td><input type="checkbox"/> Partnership</td><td><input type="checkbox"/> Committee</td></tr><tr><td><input type="checkbox"/> Corporation</td><td><input type="checkbox"/> Voluntary group</td></tr><tr><td><input type="checkbox"/> Association</td><td><input type="checkbox"/> Other (specify) _____</td></tr></table> <input type="checkbox"/> Individual-State nationality _____			<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee							
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group							
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____							
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant EMBASSY OF THE REPUBLIC OF ECUADOR b) Name and title of official with whom registrant deals AMBASSADOR LUIS GALLEGOS								
7. If the foreign principal is a foreign political party, state: a) Principal address b) Name and title of official with whom registrant deals c) Principal aim								

Formerly CRM-157

FORM NSD-3
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

N/A

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature	
August 01, 2011	WILLIAM HAMILTON JR. - EXECUTIVE VICE PRESIDENT	/s/ WILLIAM HAMILTON JR	eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

FENTON COMMUNICATIONS

2. Registration No.

5945

3. Name of Foreign Principal

EMBASSY OF THE REPUBLIC OF ECUADOR

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

FENTON COMMUNICATIONS WILL PROVIDE MEDIA RELATIONS ADVICE AND SUPPORT FOR THE MINISTRY OF EXTERNAL RELATIONS IN THE UNITED STATES AND SUPPORT THE EMBASSY OF ECUADOR IN WASHINGTON, DC AND THEIR CONTINUOUS RELATIONS IN THE COMMUNICATION MEDIA IN THE UNITED STATES.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

FENTON COMMUNICATIONS WILL PROVIDE MEDIA RELATIONS ADVICE AND SUPPORT FOR THE MINISTRY OF EXTERNAL RELATIONS IN THE UNITED STATES AND SUPPORT THE EMBASSY OF ECUADOR IN WASHINGTON, DC AND THEIR CONTINUOUS RELATIONS IN THE COMMUNICATION MEDIA IN THE UNITED STATES.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Creation of a Social Media Strategy in the United States.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
August 01, 2011	WILLIAM HAMILTON JR - EXEC. VICE PRESIDENT	/s/ WILLIAM HAMILTON JR. eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

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October 20th, 2010

Ambassador Luis Gallegos
Embassy of Ecuador
2535 15th Street NW
Washington, DC 20009
USA

Dear Ambassador Gallegos:

This letter will serve as our agreement for communications services which Fenton Communications ("Fenton", "Us", "We") will provide to the Republic of Ecuador ("Client", "You") beginning November 1, 2010 and ending April 30, 2011.

Fenton agrees to provide assistance to the Embassy of the republic of Ecuador and to the Government of the Republic of Ecuador

- Media relations advice and support for the Ministry of External Relations in the United States.
- Support in planning for conferences, press conferences and interviews of the Ministry and high-level officials of the Ministry of External Relations in the United States.
- Creation of a Social Media Strategy in the United States.
- A constant outline (Bi-Weekly) of the actors and organizations (in the United States, Especially in Washington, DC) that have an impact on exterior Ecuadorian politics.
- A weekly outline of debates relevant to Ecuador and the Congress of the United States and the actors involved in these debates.
- Access to specialized media, a service of newswire international (U.S. media, European media, Brazilian media). The cost for this service will be covered directly by the client.
- Support for the Embassy of Ecuador in Washington, DC and their continuous relations in the communication media in the United States.
- Guidance in communications plans to be carried out by the Ministry of Exterior Relations in Ecuador and the United States.

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For this work Fenton will charge a monthly retainer fee of \$30,000 per month including all expenses, not to exceed \$5,000 per month. Any additional expenses will be billed to the client providing the client has approved them in advance. Any collateral, including print or publications, creative materials, Web site development and advertising are not covered in the \$30,000 monthly retainer and will be billed separately, upon authorization of the client.

Fenton will require three months advance payment which is due upon contract signing (no later than November 1, 2010). The second payment, also of three months, must be paid no later than February 1, 2010. We will keep you apprised of our staff time expenditures so you can adjust and direct our work and will alert you when our fees approach the monthly retainer. If at the end of the month, we have incurred approved staff time on your behalf in excess of \$30,000, you will be informed of any adjustments that may need to be made. The Embassy of Ecuador agrees that Fenton will not perform any work in excess of \$30,000 without additional compensation & without receiving prior written consent.

Fenton Communications will perform these services in accordance with the following terms:

1. To conform to U.S. law, Fenton will be obligated to file under the U.S. Foreign Agents Registration Act (FARA) for this work. Expenses associated with that filing will be charged to you as part of the expense allowance.
2. Fenton will not undertake any major activities or make any commitments on Client's behalf without Client's approval.
3. Fenton will charge its standard hourly rates for the services of staff members and representatives as required to carry out the program activities.
4. Fenton will incur up to \$5,000 per month for expenses, which will include our 17.65% administrative and bookkeeping charge. Additional expenses must be approved by you in advance based on our best estimate and will be charged to you.
5. Fenton encourages you to review each of our invoices. Please contact William Hamilton (bill@fenton.com) with any concerns regarding our invoices or statements as soon as possible after receipt. If Fenton does not hear from you within sixty (60) days after an invoice has been mailed, Fenton will assume that you have no concerns regarding the charges.
6. Fenton Communications and its designees, and their respective directors, officers, partners, employees, vendors, subcontractors, attorneys and agents, shall be indemnified, reimbursed, held harmless and defended from and against any and all claims, demands, causes of action, liabilities, losses and expenses (including, without limitation, the disbursements, expenses and fees of their respective attorneys) that may be imposed upon, incurred by, or asserted against


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any of them, or any of their respective directors, officers, partners, employees, attorneys or agents, arising out of or related directly or indirectly to this Agreement. Client further indemnifies Fenton from any action arising out of any verbal representation about Client, press releases or other written materials, provided Fenton has obtained Client's prior approval. This paragraph, insofar as it applies to work undertaken while this agreement is in effect, shall survive the termination of this agreement.

7. In the event of any proceeding against Client by any regulatory agency, whether private or public, or in the event of any court action or self-regulatory action questioning any materials prepared by Fenton on Client's behalf, at Client's request, Fenton shall assist in the preparation of the defense of such action or proceeding and cooperate with Client's attorneys. Client will pay Fenton its usual hourly rates for time expended by Fenton on such assistance and reimburse Fenton for any out-of-pocket costs Fenton incurs in connection with any such action or proceeding.
8. This agreement shall be governed by the laws of New York.

If this agreement is acceptable, please return one signed copy to me.

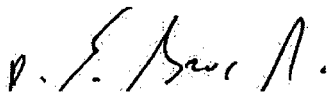


11/17/10

Richard Ledesma
Fenton Communications

Date

Agreed to and Accepted



11/17/10

Ambassador Luis Gallegos
Embassy of Ecuador

Date